

ALVORD AND ALVORD

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ELIAS C. ALVORD (1942)  
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OF COUNSEL  
URBAN A. LESTER

September 27, 2000

RECORDATION NO. 23134 FILED

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

SEP 29 '00 12-28 PM  
TS  
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Head Lease Agreement, dated September 28, 2000, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Head Lessor: Dallas Area Rapid Transit  
1401 Pacific Avenue  
Dallas, TX 75202-7220

Head Lessee: DART 2000-C1 Trust  
c/o Wilmington Trust Company  
One Rodney Square  
1100 North Market Street  
Wilmington, DE 19890-0001

A description of the railroad equipment covered by the enclosed document is:

28 Kinkisharyo light rail vehicles DART 141 - DART 168

Mr. Vernon A. Williams  
September 27, 2000  
Page Two

A short summary of the document to appear in the index follows:

Head Lease Agreement between Dallas Area Rapid Transit, Head  
Lessor, and Wilmington Trust Company, Trustee of the DART 2000-C1  
Trust, Head Lessee, covering 28 Kinkisharyo light rail vehicles DART 141  
- DART 168

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface  
Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/anm  
Enclosures

## MEMORANDUM OF HEAD LEASE AGREEMENT (DART 2000-C1)

Memorandum of Head Lease Agreement (DART 2000-C1), made and entered into on September 28, 2000 by and between Dallas Area Rapid Transit, as Head Lessor (the "Head Lessor") and DART 2000-C1 Trust as Head Lessee (the "Head Lessee").

### WITNESSETH:

The undersigned have entered into that certain Head Lease Agreement (DART 2000-C1), dated as of September 28, 2000, whereby the Head Lessor has agreed to lease to the Head Lessee and the Head Lessee has agreed to lease from the Head Lessor certain railroad equipment bearing car numbers as listed on Exhibit A attached hereto, subject to the term defined in said Head Lease Agreement (DART 2000-C1).

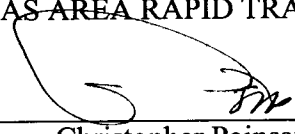
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RECORDATION NO. 23134 FILED  
SEP 29 '00 12-28 PM  
SURFACE TRANSPORTATION BOARD

IN WITNESS WHEREOF, the Head Lessor and the Head Lessee have each caused this Memorandum of Head Lease Agreement to be duly executed by its authorized officer as of the day and year first above written.

HEAD LESSOR:

DALLAS AREA RAPID TRANSIT

By:   
Name: Christopher Poinatte  
Title: Chief Financial Officer

ACKNOWLEDGEMENT

[STATE OF NEW YORK     )  
                                  ) ss.:  
[COUNTY OF NEW YORK    )

On the 28th day of September, 2000, before me personally came Christopher Poinatte to me known, and known to me to be the individual described in, and who executed the above Memorandum of Head Lease Agreement; and he acknowledged to me that he executed the same.

  
Notary Public

CHRYSANTHE SKLAVOUNAKIS  
Notary Public, State of New York  
No. 01SK6004112, Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 16, 2002

HEAD LESSEE:

DART 2000-C1 TRUST


By: Wilmington Trust Company,  
not in its individual capacity  
but solely as Trustee

By:   
Name: \_\_\_\_\_  
Title: **W. CHRIS SPONENBERG**  
**ASSISTANT VICE PRESIDENT**

ACKNOWLEDGEMENT

[STATE OF NEW YORK     )  
                                  ) ss.:  
[COUNTY OF NEW YORK    )

On the 28th day of September, 2000, before me personally came W. Chris Spenberg,  
to me known, and known to me to be the individual described in, and who executed the above  
Memorandum of Head Lease Agreement; and he/she acknowledged to me that he/she executed the  
same.

  
Notary Public

CHRYSANTHE SKLAVOUNAKIS  
Notary Public, State of New York  
No. 01SK6004112, Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 16, 200 2

~~ATTACHMENT 4~~  
DALLAS AREA RAPID TRANSIT  
PURCHASE PRICE ALLOCATION

*EXHIBIT A*

Description	Running Number	Appraised Remaining Useful Life	Fair Market Value (US\$)
Kinki Sharyo Light Rail Vehicle	141	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	142	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	143	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	144	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	145	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	146	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	147	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	148	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	149	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	150	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	151	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	152	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	153	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	154	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	155	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	156	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	157	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	158	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	159	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	160	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	161	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	162	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	163	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	164	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	165	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	166	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	167	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	168	50	\$3,250,000
TOTAL			<u>\$91,000,000</u>

Description	Running Number	Appraised Remaining Useful Life	Fair Market Value (US\$)
Kinki Sharyo Light Rail Vehicle	141	50	\$3,250,000
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Kinki Sharyo Light Rail Vehicle	145	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	146	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	147	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	148	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	149	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	150	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	151	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	152	50	\$3,250,000
Kinki Sharyo Light Rail Vehicle	153	50	\$3,250,000
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Kinki Sharyo Light Rail Vehicle	168	50	\$3,250,000
TOTAL			\$91,000,000